

## **Article 5**

### **Association Rights**

#### **Section 1. Bulletin Boards**

The Employer agrees to furnish adequate bulletin board space in reasonable repair in convenient places in work areas of buildings where UTEA Unit employees work or to which they are assigned. In construction project offices where bulletin boards presently exist, the Employer will designate a portion of the board, normally 12 square feet, for the exclusive use of UTEA.

The bulletin board shall be for the exclusive use of the Association to enable employees of the Bargaining Unit to read materials posted by the Association in order to inform Unit employees about matters pertaining to the Association or the Unit.

Where the board is found to be in need of repair, UTEA, through its Chapter President, may request the installation of a new board. The location of such board will normally be at or near an area where UTEA members have reasonable access.

Any needed repairs to State owned boards resulting from normal wear and tear will be undertaken by the Employer with no cost to UTEA.

In the event UTEA desires a new board, the Association shall pay 100% of the cost of the materials for such boards or furnish its own bulletin boards compatible with Employer locations.

The Association shall designate to the OSE, within thirty (30) calendar days after the effective date of this Agreement, at each work site at which a bulletin board is located, an individual who shall be responsible for posting and removal of material on behalf of the Association. In the event such designation is changed at any work site, the Association, within thirty (30) days after the effective date of such change, shall notify the OSE of such change. All posted material shall be signed and dated by such individual.

The Association agrees to limit its posting at State work sites to authorized bulletin board space.

#### **Section 2. Mail Services**

The Association shall be permitted to use the inter/intra agency mail distribution service for Unit representation activities, except as prohibited by law. Such mailings shall be of a reasonable size, volume and frequency, and shall be prepared in accordance with departmental specifications. The Employer, its officers and employees shall have no liability to the Association or an employee for the delivery or security of such mailings, including any mailings directed to an employee from outside the Agency.

**Section 3. Association Information Packet**

The Employer agrees to furnish to new employees of the Unit represented by the Association a packet of informational materials supplied to the Employer by the Association.

Such information shall consist of material informing the new employee of his/her rights and obligations under this Agreement, and the benefits afforded Association members.

**Section 4. Maintenance of Materials**

Designated Association officials shall have the right to maintain Association related materials in their work areas. The Association shall provide to the Office of the State Employer the names of these designated officials within thirty (30) calendar days after the effective date of this Agreement.

In the event any such designated Association officials are changed during the term of this Agreement, the Association shall notify the OSE of such changes within thirty (30) calendar days of the effective date of such change.

**Section 5. Association Meetings on State Premises**

The Employer agrees to permit the use of State conference and meeting rooms for Association meetings upon prior request of the Association, subject to its availability and approval by the appropriate local Employer representative. Such approval shall not be arbitrarily withheld, and such facilities shall be furnished without charge to the Association unless such charge is required by law or the Employer is charged for such use and uniformly requires payment of such charges by all users. Association usage of State premises shall be governed by operational and/or security considerations of the local authority.

**Section 6. Telephone Directory**

The Employer agrees to publish the telephone number and business address of the Association in the State of Michigan telephone directory published.

**Section 7. Access to Premises by Association Staff**

The Employer agrees that officers and representatives of the Association shall be permitted necessary access to the premises of the Employer during normal working hours with advance or concurrent notice to the appropriate Employer representative. Such access shall only be for the purpose of the administration of this Agreement. Meetings related to the administration of this Agreement will normally be held in non-security, non-work areas.

The Association agrees that such access shall be subject to operational or security measures established by the Employer and shall not interfere with the normal work duties of the employees.

The Employer reserves the right to designate a meeting place and to provide a representative to accompany the Association officer or representative where operational or security considerations do not permit unaccompanied Association access. However, this provision shall not be construed to prevent Association access to lobby areas or to areas open to the general public. Access authorized by this Section shall be expedited wherever possible.

#### **Section 8. Access to Documents, Records or Policies**

Upon written request, the Association shall receive specific existing documents, records or policies which, on their face, affect the wages, hours, terms and conditions of employment for employees of this Unit and which are not exempt from disclosure by statute. Discretion permitted under F.O.I.A. shall not be impaired by this Section. The Employer is not obligated to compile reports for the purpose of complying with this Section. The Association shall pay all costs of reproducing such information.

#### **Section 9. Prohibited Materials**

It is expressly understood and agreed that profane, political, libelous, and defamatory materials are not authorized for posting, circulation in the Employer's mail system, or for distribution on State premises, and the Employer reserves the right to remove any and all such material, and shall provide prompt notice of such action to the designated Association representative at that work site. The Association shall provide the names of such representatives in writing to the Office of the State Employer within thirty (30) calendar days after the effective date of this Agreement. In the event any such designated Association representatives are changed during the term of this Agreement, the Association shall notify the OSE of such changes within thirty (30) calendar days of the effective date of such change.